

Amendment No. 1 to HB0732

Vaughan
Signature of Sponsor

AMEND Senate Bill No. 1033

House Bill No. 732*

by deleting all language after the enacting clause and substituting instead the following:

SECTION 1. Tennessee Code Annotated, Title 66, Chapter 7, is amended by adding the following language as a new section:

(a) As used in this section:

(1) "Domestic abuse victim" has the same meaning as defined in § 36-3-601;

(2) "Household member" means a member of the tenant's family who lives in the same household as the tenant;

(3) "Sexual assault victim" has the same meaning as defined in § 36-3-601; and

(4) "Stalking victim" has the same meaning as defined in § 36-3-601.

(b)

(1) A tenant who meets the requirements established in this subsection

(b) may terminate a residential rental or lease agreement entered into or renewed on or after July 1, 2021, upon the tenant providing the landlord with written notice stating that the tenant or household member is a domestic abuse victim, sexual assault victim, or stalking victim, regardless of whether the victim is an adult or a child. In order for a tenant to terminate the tenant's rights and obligations under the rental or lease agreement and vacate the dwelling without liability for future rent and early termination penalties or fees, the tenant must provide the landlord with:

(A) Written notice requesting release from the rental or lease agreement;

(B) A mutually agreed upon release date within the next thirty (30) days from the date of the written notice; and

(C) One (1) of the following:

(i) A copy of a valid order of protection issued or extended pursuant to § 36-3-605, following a hearing at which the court found by a preponderance of the evidence that the tenant or household member is a domestic abuse victim, sexual assault victim, or stalking victim, regardless of whether the victim is an adult or child; or

(ii) Documentation evidencing a criminal charge of domestic abuse, sexual assault, or stalking, based on a police report reflecting that the tenant or household member was subject to domestic abuse, sexual assault, or stalking, regardless of whether the alleged victim is an adult or a child.

(2) The documentation the tenant offers in support of the termination request must be dated no more than sixty (60) days prior to the tenant's notice to the landlord.

(3)

(A) Unless otherwise required by law or a court of competent jurisdiction, a landlord shall not reveal any identifying information concerning a tenant who has terminated a rental or lease agreement pursuant to this subsection (b) without the written consent of the tenant.

(B) As used in this subdivision (b)(3), "identifying information" means any information that could reasonably be used to locate the former

tenant or household member, including a home or work address,
telephone number, or social security number.

(4) The tenant shall vacate the premises within thirty (30) days of giving notice to the landlord or at another time as may be agreed upon by the landlord and the tenant.

(c) A tenant terminating the rental or lease agreement pursuant to this section is responsible for:

(1) The rent payment for the full month in which the tenancy terminates;
and

(2) The previous obligations outstanding on the termination date.

(d) This section does not:

(1) Release other parties to the rental or lease agreement from the obligations under the rental or lease agreement;

(2) Authorize the landlord to terminate the tenancy and cause the eviction of a residential tenant solely because the tenant or a household member is a domestic abuse victim, sexual assault victim, or stalking victim, regardless of whether the victim is an adult or child; or

(3) Authorize the landlord or tenant, by agreement, to waive or modify any provision of this section other than subdivision (b)(4).

SECTION 2. Tennessee Code Annotated, Title 66, Chapter 28, Part 2, is amended by adding the following language as a new section:

(a) As used in this section:

(1) "Domestic abuse victim" has the same meaning as defined in § 36-3-601;

(2) "Household member" means a member of the tenant's family who lives in the same household as the tenant;

(3) "Sexual assault victim" has the same meaning as defined in § 36-3-601; and

(4) "Stalking victim" has the same meaning as defined in § 36-3-601.

(b)

(1) A tenant who meets the requirements established in this subsection (b) may terminate a residential rental or lease agreement entered into or renewed on or after July 1, 2021, upon the tenant providing the landlord with written notice stating that the tenant or household member is a domestic abuse victim, sexual assault victim, or stalking victim, regardless of whether the victim is an adult or a child. In order for a tenant to terminate the tenant's rights and obligations under the rental or lease agreement and vacate the dwelling without liability for future rent and early termination penalties or fees, the tenant must provide the landlord with:

(A) Written notice requesting release from the rental or lease agreement;

(B) A mutually agreed upon release date within the next thirty (30) days from the date of the written notice; and

(C) One (1) of the following:

(i) A copy of a valid order of protection issued or extended pursuant to § 36-3-605, following a hearing at which the court found by a preponderance of the evidence that the tenant or household member is a domestic abuse victim, sexual assault victim, or stalking victim, regardless of whether the victim is an adult or child; or

(ii) Documentation evidencing a criminal charge of domestic abuse, sexual assault, or stalking, based on a police report reflecting that the tenant or household member was subject

to domestic abuse, sexual assault, or stalking, regardless of whether the alleged victim is an adult or a child.

(2) The documentation the tenant offers in support of the termination request must be dated no more than sixty (60) days prior to the tenant's notice to the landlord.

(3)

(A) Unless otherwise required by law or a court of competent jurisdiction, a landlord shall not reveal any identifying information concerning a tenant who has terminated a rental or lease agreement pursuant to this subsection (b) without the written consent of the tenant.

(B) As used in this subdivision (b)(3), "identifying information" means any information that could reasonably be used to locate the former tenant or household member, including a home or work address, telephone number, or social security number.

(4) The tenant shall vacate the premises within thirty (30) days of giving notice to the landlord or at any other time as may be agreed upon by the landlord and the tenant.

(c) A tenant terminating the rental or lease agreement pursuant to this section is responsible for:

(1) The rent payment for the full month in which the tenancy terminates;
and

(2) The previous obligations outstanding on the termination date.

(d) This section does not:

(1) Release other parties to the rental or lease agreement from the obligation under the rental or lease agreement;

(2) Authorize the landlord to terminate the tenancy and cause the eviction of a residential tenant solely because the tenant or a household member

is a domestic abuse victim, sexual assault victim, or stalking victim, regardless of whether the victim is an adult or child; or

(3) Authorize the landlord or tenant, by agreement, to waive or modify any provision of this section other than subdivision (b)(4).

SECTION 3. This act takes effect July 1, 2021, the public welfare requiring it.